

MODEL CONTRACT FOR 2011 REASSESSMENT

This Contract is entered into this ____ day of _____, 2009, by and between _____ (the "Contractor"), the _____ County Assessor and the Board of County Commissioners of - _____ County, Indiana (hereinafter jointly and severally the "County," which term shall also mean _____ County, Indiana), and the Department of Local Government Finance (the "Department"), a party for the limited purposes of approving the employment of the Contractor and exercising statutory oversight pursuant to I.C. 6-1.1-4-17(a).

RECITALS

- A. The County has determined it is in the County's best interest to employ the Contractor as a technical advisor pursuant to the provisions of I.C. 6-1.1-4-17 for the purpose of completing the 2011 general reassessment as required by I.C. 6-1.1-4-4 (b) and 50 IAC 2.4;
- B. The County has advertised for bids as required by I.C. 6-1.1-4-18.5 (b) and has fulfilled all other statutory conditions precedent to the employment of a technical advisor;
- C. The Contractor is a Professional Appraiser as the term is defined in I.C. 6-1.1-4-17(c) and I.C. 6-1.1 -31.7, is certified by the Department pursuant to 50 IAC 15-4 and was the lowest and best bidder meeting all the requirements under law for serving as a technical advisor in the assessment of Property;
- D. The County is awarding the bid to the Contractor, and the Contractor is willing to contract with the County subject to the terms and conditions of this Contract;
- E. This Contract is subject to the provisions of 50 IAC 15, and the Contractor will comply with the provisions of 50 IAC 15 in connection with this Contract; and
- F. The Department has final approval authority for the employment of Contractor pursuant to this Contract, and, as a signatory to the Contract, has the right to exercise its statutory right of oversight of the performance of the Contractor as contemplated by I.C. 6-1.1-4-17(a).

AGREEMENT

In consideration of the promises, mutual covenants and obligations of the parties, the County, the Department and the Contractor agree as follows:

1. Incorporation of Recitals. The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Contract.

2. Duties of the Contractor. *[The County may use none or all or additional duties in determining its arrangement with the Contractor]*

A. The Contractor shall provide technical assistance to the County in connection with the general reassessment of real property in the County for the Reassessment Year of 2011, as requested and assigned by the authorized designee of the County, under the terms and provisions of this Contract, in accordance with and in furtherance of all rules governing the assessment of real property promulgated by the Department, and all other applicable laws, statutes, ordinances, or administrative rules.

B. The class(es) of property to be reviewed by the Contractor under this Contract is/are limited to *[Complete as applicable.]* _____, _____, _____, and _____.

C. For the class(es) of property listed in paragraph 2(b) of this Contract the Contractor will complete all responsibilities imposed upon an assessing official under I.C. 6-1.1-4 and 50 IAC 2.4 regarding the assessment of real property for the 2011 general reassessment, unless specifically retained by the County as listed in paragraph 3 of this Contract, including but not limited to:

- (1) Perform the physical inspection, as that term is defined in the Request for Proposal issued by the County and which gave rise to this Contract, which definition is incorporated by reference herein, of all real property in the County, which physical inspection shall be completed on or before February 1, 2011.
- (2) Recommend to the Assessor of the County the True Tax Value, as that term is defined in the 2011 Real Property Assessment Manual and Guidelines, of all parcels using the guidelines determined by the Department.
- (3) Compliance with I.C. § 6-1.1-4-4 (b), to physically inspect all real property, may be satisfied using various approaches. The following is a list of suggestions:
 - (a) As a basic procedure, visually inventory the property with the property record card in hand, and confirm that all buildings, structures and improvements ("improvements") are properly described on the property record card, and
 - (i) if any improvements do not appear to be properly described, take the necessary measurements to properly describe the improvements on the property record card;
 - (ii) if any improvements do not have photographs attached to the property record card, and the Assessor believes it is appropriate to have a photograph of the improvement, take the photograph and include it with the property record card; and

(iii) if any buildings or structures have been added to the land that do not appear to be fully described, exterior measurements must be obtained. If the Assessor believes an interior inspection is desirable, seek the *permission* of the owner to enter the building or structure. If no owner or representative of the property is present, leave a printed form such as a door hanger requesting the property owner or representative contact the Contractor to make arrangements for the in-structure inspection. The printed form shall make clear that the property owner/representative may choose to not have an interior inspection.

(b) As an alternative to on-site inspections, the following procedures are suggested:

- (i) ☐ *[Check if the County requires the Contractor to comply with these procedures.]* If the County has a construction permit process and maintains active updating of property record cards, physical inspection may include review of building permits, sales disclosure forms, and multiple listing service property data, and inspection of aerial photography. A visual inspection of the property from the street is desirable, but may not be necessary in every case. In cases where the Contractor does not intend to send an employee to the property, a written explanation shall be provided to the Assessor, to which the Assessor shall consent in writing.
- (ii) ☐ *[Check if the County requires the Contractor to comply with these procedures.]* If the County does not have a construction permit process and does not actively update property record cards, Contractor's personnel shall make a visit to each property as described in 3 (a) above.
- (iii) ☐ *[Check if the County requires the Contractor to comply with these procedures.]* If the County records available are less than a construction permit process and active updating of property record cards, but more informative than no current records, the Contractor shall perform the duties of physical inspection by classes described as follows:

[The County shall insert the level of physical inspection required for each class of property]

(i) Agricultural: _____

(ii) Residential: _____

(iii) Commercial: _____

(iv) Industrial: _____

(v) Exempt: _____

- (4) Adequately provide for the creation and transmission of real property assessment data in the form required by the Legislative Services Agency and the division of data analysis of the Department.
- (5) File appraisal reports with the County Assessor as follows:
- (a) the appraisals for one-fourth (1/4) of the total parcels shall be reported before November 1, 2009;
 - (b) the appraisals for one-half (1/2) of the total parcels shall be reported before April 1, 2010;
 - (c) the appraisals for three-fourths (3/4) of the parcels shall be reported before September 1, 2010; and
 - (d) the appraisals for all parcels shall be reported before February 1, 2011.
- (6) In preparing the appraisals utilize cost and depreciation tables set forth in the 2011 Real Property Assessment Manual and Guidelines.
- (7) Perform ratio studies using the methods or combination of methods acceptable under the Standard on Ratio Studies published by the International Association of Assessing Officials ("IAAO") or other acceptable appraisal methods approved by the Department.
- (8) Use a valuation date of March 1, 2011.
- (9) Use verified sales of properties occurring within two (2) calendar years preceding the relevant valuation date in performance of the ratio studies.
- (a) Sales occurring before or after the assessment date shall be trended if appropriate, in accordance with the IAAO standard and the time adjusted sales price shall become the basis for all ensuing analysis.
 - (b) If available sales data are insufficient to satisfy the IAAO standard, the Contractor may use sales from earlier or more recent time periods, or both, by adjusting and time trending the sales data as described in the IAAO standard.
 - (c) If the Contractor determines that there are insufficient commercial and/or industrial improved property sales in order to determine an annual adjustment factor, and the Department and the County expressly approve the Contractor's determination in writing, the

Contractor shall review one (1) or more of the following to derive an annual adjustment factor:

- (i) Marshall and Swift cost and depreciation tables from the last quarter of the calendar year preceding the assessment date.
- (ii) Income data, rental data, market value appraisals, and other relevant evidence derived from appeals of the most recent assessment date and adjusted, as applicable, to January 1 of the year preceding the assessment date.
- (iii) Commercial real estate reports.
- (iv) Governmental studies.
- (v) Census data.
- (vi) Multiple listing services (MLS) data.
- (vii) Other information or data to determine an annual adjustment factor.

(10) Review all neighborhood delineations for the specified class(es) of property established for the most recent assessment date to determine if any adjustments or alterations are desirable.

(11) Review all land values for the specified class(es) of property established for the most recent assessment date to determine if any modifications are needed in order to promote uniform and equal assessments.

(12) Review ratio studies for each listed property class and examine the coefficient of dispersion and price related differential to determine if an annual adjustment factor should be applied and determine the appropriate annual adjustment factor if required.

(13) Notify the County and the Department if any ratio study reveals a coefficient of dispersion and/or price related differential that is outside the appropriate ranges set in 50 IAC 21-11-1 and recommend appropriate actions to address any identified irregularities in accordance with the procedures set forth in 50 IAC 21.

(14) Conduct any required stratifications and perform ratio studies for each strata until the Contractor determines the properties that are causing a coefficient of dispersion and/or price related differential that is outside of the acceptable range and then make necessary refinements to the valuation for all similarly situated properties.

(15) No later than fifteen (15) business days prior to March 1, 2011, the Contractor shall submit to the County and the Department all parcel data in the specified formats as required by I.C. 6-1.1-4-25 which are set forth at 50 IAC 23 and on the Department web site at www.in.gov/dlgf/4702.htm to be utilized by the Department and the Legislative Services Agency ("LSA") in accordance with I.C. 6-1.1-33.5-3.

(16) Verify all sales disclosure forms forwarded to the Contractor that the County received under I.C. 6-1.1-5.5-3.

(17) No later than fifteen (15) business days before March 1, 2011 the Contractor must submit to the County all sales disclosure data for the period of the reassessment in the electronic format specified by the Department.

D. All direct assessment activities, those activities necessary to make the actual valuation of the property, must be performed by a level two assessor-appraiser certified under I.C. 6-1.1-35.5. All work performed under this Contract must be organized, supervised, or reviewed by a level two assessor-appraiser certified under I.C. 6-1.1-35.5. Additionally, a level two assessor-appraiser certified under I.C. 6-1.1-35.5 must personally fulfill the following duties: (1) final value recommendations, (2) subjective parcel and neighborhood ratings review to include grade, and condition, (3) statistical analysis for neighborhood factoring, (4) statistical analysis for land order modification, (5) statistical analysis on obsolescence applied to commercial and industrial properties, and (6) _____.

E. Administrative personnel employed by the Contractor may be used to fulfill the following duties: (1) general data review, (2) general quality control, (3) general office duties, and (4) _____.

3. Responsibilities of the County. The Contractor will not be responsible for the duties contained in I.C. § 6-1.1-4 that are retained by the County for performance by the County Assessor's staff or are contracted by the County to a third party, as follows:

A. Duties retained by the County for performance by the County Assessor's staff:

- (1) Send notices of assessment to each affected taxpayer pursuant to I.C. § 6-1.1-4-22 (a) and (b).
- (2) Maintain an electronic data file of (a) the parcel characteristics and parcel assessments of all parcels, and (b) the personal property return characteristics and assessments by return, for the County as of the assessment date.
- (3) Maintain the electronic file in a form that formats the information in the file with the standard data, field, and record coding required and approved by (a) the Legislative Services Agency, and (b) the Department.
- (4) Transmit the data in the file with respect to the assessment date of March 1, 2011 to the Legislative Services Agency and the Department in a manner that meets the data export and transmission requirements in a standard format, as prescribed by the office of technology established by I.C. § 4-13.1-2-1 and approved by the Legislative Services Agency.
- (5) Resubmit the data in the form and manner required under this subsection, upon request of the Legislative Services Agency or the Department, if data previously submitted under this subsection does not comply with the requirements of this subsection, as determined by the Legislative Services Agency or the Department. An electronic data file maintained for a particular assessment date may not be overwritten with data for a subsequent assessment

date until a copy of an electronic data file that preserves the data for the particular assessment date is archived in the manner prescribed by the office of technology established by I.C. § 4-13.1-2-1 and approved by the Legislative Services Agency.

B. Duties to be contracted to a third party: None.

4. Final Authority To Determine Adjustment Factor. The final determination of the appropriate assessed values is and shall remain the responsibility of the County Assessor.

5. Contract Representative. The County Assessor shall be the Contract Representative to serve as the primary contact person for the County under the Contract.

6. Contractor Employees – Project Manager. The Contractor shall assign by name an Indiana Level II Assessor/Appraiser as project manager. The assigned Indiana Level II Assessor/Appraiser shall be: _____ and the current contact information for the assigned person is:

Address: _____

Work tel: _____

Home tel: _____

Cell tel: _____

Email: _____

DLGF Student ID #: _____

Date of issuance of Level II/III County Assessor/Appraiser Certificate: _____

7. Work Plan. Attached hereto, and incorporated fully herein as Exhibit A is the Work Plan developed and approved by the Contractor and the County setting forth the schedule for the completion of work under this Contract. The Contractor and the County warrant and represent that the Work Plan ensures that all values generated by any form of assessment under this Contract will be completed before such values are required by the Department in order to set tax rates.

8. Performance Bond. The Contractor shall purchase a performance bond from a surety licensed to do business in the State of Indiana. The performance bond shall be in the same amount as the price of this contract and shall entitle the County to call upon the surety to complete the contract in one of three ways: 1) the surety completes the contract by hiring a completion contractor; 2) the surety and the County choose a new contractor to complete the contract and the surety pays the costs; or 3) the County alone chooses a new contractor and the surety pays the costs. If the surety chooses to complete the contract by hiring a completion contractor, the surety assumes the same risk as the original Contractor. The performance bond shall be attached as Exhibit B and incorporated by reference to this Contract.

9. Identification. All field personnel involved with performance of work for the Contractor shall carry identification cards, which will include a photograph of the

individual and the County Assessor's signature. All automobiles used by field personnel shall be marked appropriately and registered with the County Sheriff's office, with local police departments located within the county, and with the County Assessor's office.

10. Office Space; Computer Support. The County shall not be responsible for providing the Contractor with office space or computer support in connection with the performance of this Contract, except as specifically set forth in the Work Plan attached hereto as Exhibit A.

11. Work Product Delivery. The Contractor shall be responsible for the delivery of the following products to the County at the completion or termination of this Contract, including all medium in which the materials may be retained:

- A. documentation of procedures used throughout the reassessment program;
- B. any and all training materials and manuals used to train the Contractor's staff;
- C. all field worksheets for each parcel of real property;
- D. all maps and/or other information provided for the Contractor by the County Assessor;
- E. all information gathered, created, or reviewed for the verification of sales disclosure; forms, neighborhood delineations, land values, and/or any time adjustments to sales prices, and
- F. all ratio studies and supporting documentation.

12. Contractor Support for Appeals. *[This is an optional provision for the County]*
The duties of Contractor in this paragraph shall last until all appeals have been resolved, regardless of the earlier termination of this Contract.

A. The Contractor shall provide _____ () consecutive eight hour business days for support of values after mailing of Notices of Assessment, Form 11s, utilizing personnel familiar with the entire annual adjustment process, including re-inspection of property or explanation of ratio studies as may be needed. Days required above the _____ () Consecutive eight hour business days shall be provided at the request of the Assessor at a rate of (\$ _____) per business day.

B. If an assessed value recommended by the Contractor is appealed to any reviewing body, the Contractor or its employee or representative shall, if at least _____ days notice is given to the Contractor, appear at any hearing scheduled on the appeal of the parcel to explain its calculations and defend the recommendation. A fee of (\$ _____) per hour shall be paid to the Contractor for services rendered in connection with the assistance on the appealed parcel. This duty of the Contractor shall terminate when all appeals have been resolved.

13. Consideration. The County shall pay the Contractor as a fee \$ _____
select desired amount and provisions in full payment for the complete performance of all duties, responsibilities and activities set out in this Contract and on the Work Plan

mutually agreed to under paragraph 7 of this Contract to be attached as Exhibit A. The fee shall be paid in the manner set forth in paragraph 15 below.

14. Condition of Payment. All services provided by the Contractor must be performed to the reasonable satisfaction of the County and the Department, as determined at their sole discretion and in reliance upon all applicable federal, state, local laws, ordinances, rules and regulations. The County shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state or local statute, ordinance, rule or regulation.

15. Time and Manner of Payment. The Contractor shall be paid as follows:

A. At the end of each month, the Contractor shall submit a claim for payment for work completed under the Contract during that month. The amount of each monthly payment is subject to the completion percentage requirements set forth in the Work Plan, subject to approval by the County, and is subject to full compliance with all other obligations under this Contract. Approval shall be based on the _____ *[specify the time period when the reports must be submitted. For example, monthly, weekly, or biweekly]* progress reports submitted by the Contractor and on the County's inspection of the Contractor's assessment records, and the submission of the reports to the Board of County Commissioners. Payment shall be made to the Contractor within _____ days after approval by the County.

B. If all work is not completed under this Contract by the completion date specified in paragraph 18 of this Contract or if all required data is not submitted to the Department in the appropriate format in a timely manner, then all further payments may be suspended until all work has been satisfactorily completed and approved by the County and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within _____ days after that approval by the County, subject to other terms of this Contract.

16. Penalties. Pursuant to I.C. 6-1.1-4-19.5(b)(2), payments due under this Contract shall be reduced by the amount of (\$ _____) per business day that any part of the performance by the Contractor remains incomplete after the due date specified in this Contract.

17. Professional Appraiser Certification; Contract Void on Revocation.

A. A material inducement for entering into this Contract is that the Contractor has been certified as a "Professional Appraiser" under I.C. 6-1.1-31.7 and 50 IAC 15-4 in order to enter into this Contract. The Contractor represents and warrants that he/she is certified as a "Professional Appraiser" at the time of entering into this Contract.

B. Contractor will take all steps necessary to maintain such certification throughout the term of this Contract. Contractor shall immediately notify the County and the Department in writing of any circumstance or occurrence jeopardizing [his/her/its]

certification status, or if any Notice is issued to the Contractor pursuant to 50 IAC 15-3-6(b).

C. Pursuant to I.C. 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds if the Contractor's certification as a Professional Appraiser is revoked.

18. Term of Contract. The Contractor shall commence work under this Contract within ___ days of the date of approval by the Department of Contractor's employment pursuant to this Contract. The Contractor shall complete all work to be performed under this Contract, other than assistance required in regard to an appeal filed under I.C. 6-1.1-15, before March 1, 2011.

19. Contract Reports and Monitoring.

A. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. Contractor shall make such materials available at its office at all reasonable times during this Contract and for three (3) years from the date of final payment under this Contract, for inspection by the Department or its authorized designees. Copies shall be furnished at no cost to the Department if requested.

B. The Contractor shall provide written progress reports to the County and Board of County Commissioners in a form reasonably prescribed by the County. The reports must include the number of parcels being reviewed by the Contractor and the status of the work being done. The County and Board of County Commissioners may require additional information be included in the reports. The Contractor shall submit the reports to the County, within three (3) business days of receipt of a request. *[Specify the time when the reports are to be submitted. For example, each month on or before the ___ day of the month, or once a week on _____.]*

C. The County and Board of County Commissioners may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The County and members of the Board of County Commissioners may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance and progress.

D. As required by I.C. 6-1.1-4-19.5(b)(7) the Contractor shall give unrestricted access to his/her/its work product to the Department and to Legislative Services Agency.

20. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the County becomes dissatisfied with the work product of or the working relationship

with those individuals assigned to work on this Contract, the County may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

21. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the County. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

22. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the County and the Department.

23. Confidentiality of Information.

A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the County and the Department.

B. The parties acknowledge that the services to be performed by Contractor for the County under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the County or the State of Indiana in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the County agree to comply with the provisions of I.C. 4-1-10 and I.C. 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

24. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the County and the Department and all such materials will be the property of the County and the Department. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the County and the Department, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the County or the Department and used to develop or assist in the services provided while

the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the County and the Department full, immediate, and unrestricted access to the work product during the term of this Contract.

25. Delays.

A. Whenever the Contractor or the County have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within _____ days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

B. In the event of a delay by the Department of Local Government Finance, legislative action or court rulings, the County and the Contractor reserve the right to re-negotiate all terms of the Contract including costs.

26. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the County or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon issuance of written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification, to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Department of Local Government Finance. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the County within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner,

within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is requested within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

The County may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

27. Termination for Convenience by County. This Contract may be terminated, in whole or in part, by the County or the Department whenever, for any reason, the County or the Department determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The County will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

28. Termination for Default by County. If the County, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

29. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with I.C. 5-11-1, *et. seq.* and audit guidelines specified by the State.

30. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or County. The Contractor agrees that any payments currently due to the State of Indiana or County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.

C. The Contractor certifies, warrants and represents that it has no current, pending or outstanding criminal, civil or enforcement actions initiated by the State of Indiana or County, and that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana or County. Contractor agrees that it will immediately notify the County and the Department of any such actions and during the term of such actions, the County or the Department may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or County, the County may delay, withhold, or deny work to the Contractor.

E. The Contractor warrants that the Contractor shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.

F. The Contractor affirms that, if it is an entity described in I.C. Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

31. Taxes. The County is exempt from most state and local taxes and many federal taxes. The County and the Department will not be responsible for any taxes levied on the Contractor as a result of this Contract.

32. Independent Contractor.

A. The parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any

property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

B. The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

33. Contractor Assignment, Successors and Subcontracting. The Contractor shall not assign or subcontract the whole or any part of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

34. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

35. General Provisions.

A. Entire Agreement. This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the County and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

B. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County and the Department in accordance with applicable law for all damages to the County or the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract.

C. Severability. In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such

invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

D. Amendment. No supplement, modification or amendment of this Contract will be binding unless in writing and executed by all of the parties that are signatories to the Contract.

36. Governing Law. This Contract shall be subject to and interpreted in accordance with the laws of the State of Indiana and suit, if any, shall be brought in Indiana courts.

37. Notice to Parties. Whenever any notice, statement or other communication, including changing contact information, is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the County shall be sent to:

Name: _____
Title: _____
Organization: _____
Address: _____

City/State/Zip: _____
Tele: _____
Fax: _____
Email: _____

B. Notices to the Contractor shall be sent to:

Name: _____
Title: _____
Organization: _____
Address: _____

City/State/Zip: _____
Tele: _____
Fax: _____
Email: _____

C. Notices to the Department shall be sent to:

Timothy J. Rushenberg, General Counsel
Department of Local Government Finance
Indiana Government Center North
100 North Senate Avenue, Rm. 1058B
Indianapolis, Indiana 46204

317-233-6770 voice
317-232-8779 fax
Email: trushenberg@dlgf.in.gov

38. Maintaining a Drug-Free Workplace. The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the County and the Department within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the County or the Department, and through it, the State, for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the County and Department in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction.

- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

39. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless County and the Department, their agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. County and the Department shall **not** provide such indemnification to the Contractor.

40. Insurance.

A. The Contractor shall carry automobile, public liability and worker's compensation insurance in the amounts as follows:

Type	Coverage	Amount
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(List any insurance that the County requires the Contractor to carry and the amount required.)

B. The Contractor's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

(3) The County and the Department will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County and the Department under this Contract shall not be limited by the insurance required in this Contract.

(4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned County and Department.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the County or the Department to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the County and the Department before the commencement of this Contract.

41. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

42. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions.

43. Copy of Contract to Department of Local Government Finance. The County Assessor shall provide to the Department of Local Government Finance a copy of the executed contract, including documentation of the performance bond, within forty-five (45) days of the contract's execution.

44. Affirmation that Model Contract Language Has Not Been Altered. The individual executing this Contract on behalf of the Contractor affirms, for himself/herself and for the Contractor, that the language of the Model Contract as displayed on the Department's website on the date of execution of this Contract has not been altered, modified, changed or deleted in any way except for the following:

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the

Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the Contractor and the County have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

(Contractor :)

(where applicable)

By: _____ Attested By: _____
Printed Name: _____
Title: _____ Date: _____

Level II County Assessor/Appraiser Student ID #: _____

(Assessor:)

By: _____
Printed Name: _____
Title: _____
Dated: _____

County Board of County Commissioners

By: _____ Dated: _____
Commissioner

By: _____ Dated: _____
Commissioner

By: _____ Dated: _____
Commissioner

Department of Local Government Finance:
Pursuant to I.C. 6-1.1-4-17(a) Approves the

Employment of Contractor

By: _____

Printed Name: _____

Title: _____

Date: _____ (Effective Date)

DRAFT